

CONTRACT BETWEEN

CITY OF IOWA CITY

AND

THE POLICE LABOR RELATIONS ORGANIZATION OF IOWA CITY

JULY 1, 2006

TO

JUNE 30, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble	1
Article I -- Recognition	2
Article II -- Management Rights	2
Article III -- Check Off	2
Article IV -- Union Business Agents	3
Article V -- Union Meetings	3
Article VI -- Bulletin Boards	3
Article VII -- Seniority	4
Article VIII -- Daily and Weekly Hours of Work	4
Article IX -- Overtime-Standby	6
Article X -- Holidays	7
Article XI -- Vacations	8
Article XII -- Sick Leave	8
Article XIII -- Special Leaves	9
Article XIV -- Lay-Offs	11
Article XV -- Training	12
Article XVI -- Personnel Transactions - Rules	12
Article XVII -- Watch Transfers	13
Article XVIII -- Insurance	13
Article XIX -- Equipment	13
Article XX -- Weapons and Special Equipment	14
Article XXI -- Adequate Facilities	14
Article XXII -- Uniforms	15
Article XXIII -- Duty Outside the City	15
Article XXIV -- Supplemental Employment	15
Article XXV -- Position Classification	16
Article XXVI -- Grievance Procedure	16
Article XXVII -- Effective Period	19
Article XXVIII -- Compensation	19
Article XXIX -- Public Emergency	20
Article XXX -- General Conditions	20

PREAMBLE

THIS AGREEMENT is executed by the CITY OF IOWA CITY, IOWA, called "City," and the POLICE LABOR RELATIONS ORGANIZATION OF IOWA CITY called "Union."

The City and the Union agree that the provisions of this Agreement shall apply to all officers covered by the Agreement without discrimination.

That parties specifically agree to the following Articles:

ARTICLE I RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for all employees within the classification set forth in Section 2 of this Article.

Section 2. The bargaining unit covered by this Agreement shall include all Iowa City police officers and does not include the Police Chief, Captains, Lieutenants, Sergeants, and any other individuals who are or may become confidential, administrative, supervisory, or less than half-time employees or those excluded by Chapter 20, Code of Iowa.

Section 3. The City and the Union will negotiate only through authorized representatives and there will be no private agreements between officers and supervisors contrary to the terms in this Agreement.

Section 4. The City agrees that it will not sponsor or promote, financially or otherwise, any other group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE II MANAGEMENT RIGHTS

Section 1. Except as limited by the provisions of this Agreement, nothing herein shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City under the laws of the State of Iowa and the City's ordinance. These rights, powers and authority include, but are not limited to, the following:

- a. To direct the work of its employees.
- b. To hire, promote, demote, transfer, assign and retain officers within the Iowa City Police Department.
- c. To suspend or discharge officers for proper cause.
- d. To maintain the efficiency of governmental operations.
- e. To relieve officers from duties because of lack of work or for other legitimate reasons.
- f. To determine and implement methods, means, assignments in personnel by which its operations are to be conducted and to develop and enforce rules of work and safety standards.
- g. To take such actions as may be necessary to carry out its mission.
- h. To initiate, prepare, certify and administer its budget.
- i. To exercise all powers and duties granted to it by law.

ARTICLE III CHECK OFF

Section 1. The City agrees to deduct Union membership fees and dues in a specific dollar amount once each month from the pay of those employees who individually authorize in writing that such deductions be made. Authorizations delivered to the City ten (10) days prior to the first day of a month shall become effective on the first day of the succeeding month. Any change in check off shall be authorized by the individual.

Section 2. Check off moneys will be deducted from the first pay check of each month, and shall be remitted, together with an itemized statement, to the Union Treasurer within the ten (10) days after the deductions have been made.

Section 3. The City will not deduct dues beginning the first of the month after which the officer is no longer a part of the bargaining unit. An officer may voluntarily cancel or revoke authorization for check off upon ten (10) days written notice to the City. The City shall promptly forward a copy of such notice to the Union.

Section 4. The City will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article.

ARTICLE IV UNION BUSINESS AGENTS

Section 1. The Union shall have the right to designate agents, not to exceed two (2) persons at any one time, who shall have access to City facilities during regular working hours for the purpose of investigating and administering matters relating to this Agreement.

Section 2. The Union shall notify, in writing, the City Manager and Chief of Police after making such designation which notification shall contain the name of the party or parties thus designated, and the purpose of such investigation. Any such investigation or administration shall be conducted so as not to interfere with routine City business, and any such agent shall comply with City safety and security regulations.

ARTICLE V UNION MEETINGS

Section 1. Officers may use City facilities when available for the purpose of holding scheduled Union meetings.

Section 2. With the permission of the Chief of Police, officers on duty may be permitted to attend any Union meeting.

ARTICLE VI BULLETIN BOARDS

Section 1. The City shall provide a bulletin board to be located in the Police Department to enable the Union and officers to post notices. A posted notice shall not contain any political endorsement or any libelous material and no political notice shall be posted urging support of any specific cause or candidate.

Section 2. Without the express permission of the Chief of Police, no posting will be permitted in any place in the Police Department other than on the bulletin board.

ARTICLE VII SENIORITY

Section 1. Seniority shall mean the status, priority, or precedence obtained as a result of continuous length of service as an Iowa City police officer. Seniority shall commence on the date of employment as an Iowa City police officer and shall become applicable immediately following completion of the probationary period.

Section 2. The City in cooperation with the Union shall maintain and keep posted on the bulletin board referred to in Article VI, a list of officers who have attained seniority and shall keep said list current. The list shall be prepared with the senior officer's name appearing at the top of the classification.

Section 3. An officer shall lose seniority rights upon:

- a. Resignation.
- b. Discharge for just cause.
- c. Absence from work for a period of three (3) consecutive scheduled working days without notifying the City or without good excuse.
- d. Giving a false reason for leave of absence.
- e. Failing to report for work within fifteen (15) days after notice from the City (by United States Certified Mail with Return Receipt Requested to last known address) notifying him/her to report for work following lay-off.

Section 4. Seniority shall accrue during all special leaves, disabilities, sickness, vacation or other periods of time unless there is a specific provision to the contrary in this Agreement. In the event that more than one individual has the same seniority date the order of seniority will be determined by lot.

Section 5. Except as otherwise specifically provided herein, seniority shall be the controlling factor to be considered in making determinations for vacations, leave schedule, lay off, and recall. However, the City's affirmative action commitment will prevail for lay off and recall where required by Federal or State law.

Section 6. Officers with five (5) or more years of seniority shall be entitled to hash marks on their uniform sleeves, with one hash mark representing five (5) years of service.

ARTICLE VIII DAILY AND WEEKLY HOURS OF WORK

Section 1. Work Week

- a. The work week for officers who are not working a continuous watch shall usually consist of five (5) consecutive eight (8) hour days commencing on a day agreed upon by the officer and his/her supervisor. The work week may be changed to meet changing departmental needs, with the agreement of the affected employee.
- b. The work week for all other officers shall commence on a date to be arranged between the Union and the City and thereafter shall continue on the following schedule:
 - (1) Six (6) consecutive eight (8) hour days followed by two (2) consecutive days off for four (4) consecutive periods; and thereafter

- (2) Six (6) consecutive eight (8) hour days followed by three (3) consecutive days off; and thereafter
- (3) Five (5) consecutive eight (8) hour days followed by three (3) consecutive days off; and thereafter
- (4) A repetition of the above schedule.
- (5) The daily schedule outlined above may be amended by increasing the number of hours per day and/or reducing the number of work days per week upon agreement of the union and the police chief.

c. Days off shall be defined as beginning with the end of the last regularly scheduled working day and ending at the start of the next regularly scheduled working day as set forth in the schedule in Section 1.

For example:

(1) For an officer assigned to the 7 a.m. to 3 p.m. watch, days off shall commence at 3:00 p.m. on the last regularly scheduled working day and end at 7:00 a.m. on the next regularly scheduled working day.

(2) For the 3 p.m. to 11 p.m. watch, days off commence at 11 p.m. on the last regularly scheduled working day and end at 3 p.m. on the next scheduled working day.

(3) For the 11 p.m. to 7 a.m. watch, days off commence at 7 a.m. on the last regularly scheduled working day and end at 11 p.m. on the next scheduled working day.

Section 2. Work Day. A work day shall consist of eight (8) consecutive hours with the officer reporting fifteen (15) minutes prior to the commencement thereof and staying, if requested to do so, fifteen (15) minutes after such work period.

Section 3. Rest Periods. To the greatest extent possible, each officer shall be granted two (2) fifteen (15) minute rest periods during each work day. The first rest period to occur between the second and third hour, and the second rest period to occur between the fifth and sixth hour. The rest periods set forth herein may be varied upon mutual agreement of the officer and his/her supervisor.

Section 4. Lunch Period. To the greatest extent possible, each officer shall be granted a lunch period of not less than thirty (30) minutes during each work day between the third and sixth hour thereof unless otherwise mutually agreed between the officer and his/her supervisor.

Section 5. Notification. To the greatest extent possible, an officer shall be notified twenty-four (24) hours in advance if he/she is required to work on a day off.

Section 6. Straight Time Pay. Straight time pay (sometimes herein referred to as regular pay or regular wage) shall mean the base hourly rate paid for the regular working day and working week. In implementing negotiated across-the-board salary increases, the base hourly rate shall be multiplied by any negotiated percentage increase, rounded in accordance with mathematical standards, to obtain the new base hourly rate. Base hourly rate multiplied by two thousand eighty (2080) equals annual salary.

ARTICLE IX
OVERTIME - STANDBY

Section 1. Overtime. With the exception of Section 8 of this Article, overtime is work performed by an officer in excess of an assigned duty day, forty (40) hours a week, or minimal call-in time as hereinafter defined. All overtime work shall be the subject of a written instrument specifying the overtime thereof and each officer shall receive a copy of any such instrument after the same has been approved or disapproved by the City. Authorization by the watch commander is required for overtime work.

Section 2. Overtime will be compensated at the rate of one and one-half (1½) times the base hourly rate of the officer. Overtime may not be obtained from two sources for the same time.

Section 3. An officer who has left work and is recalled with less than twenty-four (24) hours prior notice shall receive credit for a minimum of two (2) hours of overtime.

Section 4. Overtime Equalization.

- a. Scheduled overtime shall be assigned to officers considering seniority, the type of work required, the ability of the individual officer and his/her desire to perform the overtime service. Occasions involving unexpected/non-scheduled overtime, the on-duty supervisor is only required to consider on-duty available personnel, but is required to offer the overtime according to seniority, type of work required, the ability of the individual officer and his/her desire to perform the overtime service. Such overtime assignments shall be subject to limitation as to the number of hours based on the Chief's determination, taking into consideration the safe and efficient operation of the police department.
- b. The parties agree that the above overtime equalization provisions or any other provisions of this contract shall not be construed to mean that overtime is voluntary. Employees requested to work overtime are required to do so.

Section 5. Overtime Rest Period. If an officer is required to work two (2) or more hours immediately following and beyond his/her normal work day, he/she shall receive either:

- a. A rest period of at least one-half (½) hour immediately following his/her normal work day, or
- b. One additional one-half (½) hour of paid compensation at the overtime rate as the officer and his/her supervisor may determine.

Section 6. Stand-by Time. The parties realize that it may be necessary or desirable for the City to require officers to be available on a stand-by status where they may be called to duty upon short notice. The City shall advise such officer at the earliest possible date of any such required stand-by service, and the officer shall receive one hour of compensation at straight time for each eight (8) hours of stand-by time.

Section 7. Accumulated Overtime. Overtime accumulation for time off shall not exceed fifty (50) hours in any one fiscal year and any excess in accumulation over fifty (50) hours shall be paid. Any overtime accumulated at the end of the fiscal year shall be paid. However, accumulated overtime may be carried over from one fiscal year to the next, to be used as time off only, and must be used by September 1.

Section 8. Court Time. The greater of two (2) hours or actual time spent will be credited to an officer when, in obedience to a subpoena or direction by proper authority, appears for the federal government, the State of Iowa, or a political subdivision, or in a private litigation when not a party to the litigation and when such appearances arise from the performance of his/her duties, obligations, or activities as a police officer. Overtime earned as defined in this section will be compensated at the appropriate overtime rate.

ARTICLE X HOLIDAYS

Section 1. The following days shall be paid holidays for officers: New Year's Day (January 1); Martin Luther King, Jr. Day (third Monday in January); Washington's Birthday (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (fourth Thursday in November); the Friday after Thanksgiving; Christmas Day (December 25); and one personal leave day.

Section 2. In addition, there shall be granted to officers who do not work a continuous watch the day before or after Christmas, or the day before or after New Year's Day as an additional holiday. The City Manager may direct that officers observe a particular day for this holiday but if the Manager fails to make such designation by December 15 of the calendar year in question, the officer may select a particular day between December 17 and January 6 subject to the approval of his/her supervisor. Such officers will be allowed to take the day preceding or following a holiday as designated by the City Manager if the holiday falls on the officer's day off.

Section 3. Police officers on a continuous watch shall receive ninety-six (96) hours of holiday credit on July 1 annually. Any continuous watch officer who begins work after July 1 of any year will receive credit for the remaining holiday dates until the following July 1. If an officer separates after July 1 of any year, those holiday dates which have been credited but which have not as yet occurred will be deducted for the purpose of considering separation pay.

e.g., Officer A receives credit for ninety-six (96) hours of holiday time on July 1. The officer terminates on November 1 and HAS NOT USED ANY holiday hours. He/she would be paid sixteen (16) hours of holiday pay (Independence Day and Labor Day).

e.g., Officer B receives ninety-six (96) hours of holiday credit on July 1. Officer B terminates November 1 and HAS USED forty (40) holiday hours. Only two (2) holidays (Independence Day and Labor Day) have occurred prior to termination, therefore twenty-four (24) hours (40 used less 16 occurring) would be deducted from the last week's wages.

If an officer works a full watch on a holiday, four (4) hours of additional holiday credit will be given during the pay period in which the holiday occurs. If an officer works more or less than a full watch on a holiday, the premium pay will be prorated to the nearest whole hour based on time worked.

Section 4. For the purpose of this Article, the holiday begins at 11:00 p.m. on the day preceding the holiday date and continues for a period of twenty-four (24) hours thereafter. The watch starting time controls holiday designation. For continuous watch officers, a holiday shall be observed on the day it occurs. For non-continuous watch officers, a holiday which occurs on Sunday will be observed on the following Monday. One which falls on Saturday will be observed the preceding Friday.

ARTICLE XI VACATIONS

Section 1. Vacations shall be earned and accumulated by pay period according to the following schedule:

Length of Service	Days Earned Per Month
0-5 years	1
5 years and one day-10 years	1.25
10 years and one day-15 years	1.5
15 years and one day-20 years	1.75
20 years plus	2

The maximum annual carryover from one year to another shall be two hundred twenty-four (224) hours. The maximum number of hours eligible for payment upon separation shall be one hundred ninety-two (192) hours.

Section 2. The process for granting vacation time shall be as follows: Vacation leave may be requested beginning in December for the following calendar year. Vacation leave will be approved by the officer's supervisor on or before February 1 of each year. Officers will be granted vacation leave, in increments of one day or more, in order of seniority. After February 1, vacation leave requests will be approved in the order they are received. In the event that two requests are received at the same time, seniority shall prevail.

ARTICLE XII SICK LEAVE

Section 1. Accumulation. Officers shall be granted one (1) day of sick leave for each month, and shall have the right to accumulate unused sick leave up to a maximum of 1440 hours (180 days). Sick leave shall not be granted for an officer having a leave without pay. Any officer granted a paid leave shall continue to earn sick leave.

Upon termination of employment other than for cause, the City shall pay for all accumulated sick leave on the basis of one-half ($\frac{1}{2}$) of the officer's then current hourly base salary, provided, however the dollar amount of the payment may be up to but shall not exceed the amount that an officer would have been due if he/she had terminated on June 28, 1985. Officers hired on or after June 29, 1985, are not eligible for payment under the provisions of this paragraph.

Section 2. Use of Sick Leave.

- a. After completion of the initial probationary period, a day of accumulated sick leave shall be used for each day an officer is sick and off work during a work week, or if less than a day, on an hour-to-hour basis. A doctor's statement regarding the nature of the illness and recovery therefrom may be required. A supervisor may request an individual examination, if it is deemed in the best interest of the city and the employee. Said examination shall be at the City's expense and the City will have the right to designate the doctor. Reasonable notification by the supervisor of the need for a doctor's statement will be given in order to allow time to comply.
- b. In addition to sickness of an officer, sick leave may be used for:
 - (1) Duty connected disability.

- (2) Serious illness or hospital confinement of a spouse, domestic partner as recognized by City policy, or child, or critical illness of the officer's mother, father, mother-in-law, father-in-law, including mother or father of a domestic partner, brother, sister, or grandparents, pregnancy related illness or recovery of an officer's spouse, as well as any other relatives or members of the immediate household of the officer up to a maximum of forty (40) hours per occurrence.
- (3) Health maintenance needs, e.g., doctor or dentist appointments. The officer will make every attempt to schedule such appointments in off-duty hours.

Section 3. Notification. An officer shall notify his/her supervisor or a supervisor on duty on the watch immediately preceding his/hers, as soon as reasonably possible, of any sickness or illness which will cause him/her to miss work and unless such notification is given within one (1) hour after the beginning of the work day, the absence will not be charged to sick leave, but may be charged to other accumulated leaves or to leave without pay. Employees who become sick on duty shall notify the watch supervisor before leaving duty.

Section 4. In the event an officer is injured or disabled on the job requiring time from work, no deductions shall be made from the officer's accumulated sick leave unless such officer requires more than two (2) working days in which to recuperate and return to work.

ARTICLE XIII SPECIAL LEAVES

Section 1. On-the-Job Injury. Upon application the City may, in addition to any other leave, grant a leave of absence with pay in the event of an injury or illness of an officer while on duty provided the following conditions exist:

- a. That the injury or illness is determined compensable by the Iowa City Temporary Disability Review Board (the Board) and
- b. The medical advisor of the Board determines that time off from work is required.

If the above provisions are applicable, leave with pay will be granted during the remaining time on the watch when the injury occurs and for a period of two (2) days thereafter if authorized by the Board.

If the injured or disabled officer requires more than two (2) days in which to recuperate and return to work, any additional absence will be charged to sick leave or if sick leave is exhausted, to leave of absence with pay until a temporary disability pension is granted by the Board after which determination the sick leave and any other leaves used for such purpose shall be restored.

In the case of apparent on-the-job injury, the Police Chief, with approval from the City Manager, may waive conditions a. and b. above and approve a leave of absence with pay prior to a determination of compensability by the Board. However, in the event that the injury or illness in question is subsequently determined to be non-compensable by the Board, the officer shall reimburse the City for the leave advanced, using current accrued leave, then future accrued leave, then final pay.

Section 2. Funerals. An officer will be granted up to three (3) days per occurrence with no loss of compensation nor loss of accrual from sick, annual, nor compensatory time to attend the funeral of his/her spouse, domestic partner as recognized by City policy, children, mother, father, grandparents, stepparents, sister, or brother.

An officer will be granted one (1) day per occurrence with no loss of compensation nor loss of accrual from sick, annual, or compensatory time to attend the funeral of his/her mother-in-law, father-in-law, grandparents-in-law, aunt or uncle, brother-in-law, sister-in-law, permanent member of the immediate household, or for a military funeral in which such officer participates in the ceremony. In such cases, he/she may be granted up to two (2) additional days for travel, if necessary, as determined by his/her supervisor. In-law relationships referred to herein shall include such relationships through a domestic partner as recognized by City policy.

If additional time is needed, an officer shall be permitted to use up to three (3) days per occurrence of his/her accumulated sick leave with the approval of his/her supervisor.

Section 3. Leave of Absence Without Pay. A leave of absence without pay is a predetermined amount of time off from work, which has been recommended by the Chief of Police and approved by the City Manager. Generally, such leave shall not exceed twelve (12) months. Upon termination of any such leave of absence, the officer shall return to work in the same step or capacity as when he/she left and will receive compensation on the same basis as if he/she had continued to work at his/her regular position without leave, provided that during such period, no officer shall earn sick, vacation, or other leave.

In the event an officer fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned or, if applicable, voluntarily retired on the last day of work prior to such leave. During a leave of absence without pay, the officer:

- a. Cannot pay retirement contributions if the leave exceeds one (1) month in duration.
- b. Shall not receive any other job benefits during the period of absence.
- c. Must use all accumulated vacation and compensatory leaves to which he/she is entitled prior to the time that the leave without pay commences.
- d. Shall not accrue seniority during leaves exceeding thirty (30) days.
- e. Must pay prorated health, dental and life insurance premiums falling due during any month the employee is not on the payroll, if coverage is desired, as follows:
 1. For any calendar month during which the employee is on unpaid leave not exceeding ten working days and insurance coverage is desired, the City will pay the cost of the insurance premiums for Medical, Dental and Life insurance.
 2. For any calendar month during which the employee is on unpaid leave in excess of ten working days and insurance coverage is desired, the employee must pay 1/12 of the insurance premium for each working day beyond ten working days that the employee is on unpaid leave of absence. The remainder of the premium will be paid for by the City.
 3. The employee may choose which insurance coverages, if any, are to be retained during the unpaid leave of absence.
 4. Payment for insurance coverages desired by the employee may be deducted from current or future pay due to the employee. Failure to return from an unpaid leave where insurance coverage was desired will result in the City billing the individual for costs which would otherwise have been deducted from the employee's pay.

The Chief of Police may make exceptions to the above conditions (a. through d.) for leaves not exceeding ten (10) working days.

Section 4. Jury Duty. Any officer summoned for jury duty shall receive regular standard time pay during any period of jury service and shall earn and be entitled to all benefits as if on duty without charge against sick or vacation leave. The City shall receive the pay earned from such jury service but the officer shall receive allowance for mileage and expenses unless furnished by the City. An officer who is summoned for jury duty but is not selected to serve on the jury and is discharged with an hour or more remaining on his/her watch shall return to work.

Time spent on jury service by officers whose daily duty hours are other than when court is in session may be credited against the officer's daily duty hours to the extent determined by the Police Chief.

Section 5. Witness Fees. An officer shall be granted leave with pay when required to be absent from work for the purpose of testifying in court or appearing in response to any legal summons which falls under the provisions of Article IX, Section 8, of this agreement, and the City shall receive the witness fees except the witness fees paid to an officer for off duty (unpaid) periods which belong to said officer.

Section 6. Military Leave. Officers belonging to or called by any branch of the Armed Forces of the United States shall, when ordered to active service, be entitled to a leave of absence for such period of time that the member serves in such capacity and until discharged therefrom. The City shall comply with applicable law in regard to military leave.

Officers subject to the foregoing shall, upon re-instatement to City employment, retain their original employment date for the purpose of determining seniority and eligibility for salary advancement just as though such time spent in service of the United States had been spent in regular employment with the City.

Section 7. Voting Time. An officer shall be permitted to vote during the work day in any national, state, or local election if it is not reasonably possible to vote during off hours, and no charge shall be made for time spent for such purpose.

Section 8. Pregnancy Leave. A pregnant officer shall be entitled to a leave of absence without pay if she is physically incapacitated as a result of pregnancy or related cause at the exhaustion of other accumulated leaves. All officers requiring such leave shall notify the Chief of Police or designee prior to the anticipated date of birth and shall substantiate their condition by a doctor's statement. Officers may work during pregnancy if health permits.

Those granted leave under this Section shall present a doctor's statement as to pregnancy and recovery therefrom and within fourteen (14) days following birth, miscarriage, or abortion, the officer shall advise the City of the date by which the officer will return to work. Unless the officer returns to work by such date, or any other date by reason of extension granted by the City, the officer will be considered to have voluntarily resigned or retired.

ARTICLE XIV LAY-OFFS

Section 1. Lay-offs shall mean the situation in which the City is forced to relieve officers from duty because of lack of funds or pursuant to Chapter 400, Section 28, of the current Code of Iowa.

Section 2. Officers separated because of lay-off will be given formal written notice at least two (2) weeks in advance of the separation date or two (2) weeks of regular base pay in lieu of such notice.

ARTICLE XV TRAINING

Section 1. To the greatest extent possible, an officer shall receive or have the opportunity to attend training programs, and for such purpose each officer shall be treated in a fair manner.

Section 2. The City may require attendance of an officer at any location for the purpose of training on the basis of a normal duty day assignment. The City will, in addition to paying the cost of the program, pay for meals, lodging, the expense of transportation, tuition, and the necessary books and supplies.

Section 3. No officer will be required to participate in any training program while on vacation or sick leave and cannot be required to participate in any such program on a day off unless the City pays said officer one hundred fifty percent (150%) of his/her hourly base pay. However, the police chief may assign an alternate day off in lieu of overtime pay for training with the consent of the affected officer. This section shall not be applicable to officers in probationary status.

Section 4. In the event an officer is not performing his/her duties satisfactorily, the City may require such officer to complete a special training course as recommended by the City in an effort to assist said officer to achieve satisfactory performance of his/her duties. Any such requirement shall be at the expense of the City upon approval by the Chief of Police.

Section 5. Upon approval of the Chief of Police, an officer shall be entitled to attend a non-required training program. Time spent in training shall not be charged against an officer's overtime, days off, sick or vacation leave, provided said program is job related as determined by the Chief of Police.

Section 6. This Article shall not be applicable to training programs attended by an officer on a voluntary basis when not on duty.

Section 7. The City shall post and maintain on the bulletin board referred to in Article VI a schedule of City approved training programs, including the details thereof such as starting date, duration, location, etc. An officer may attend any such offered course or program at his/her own expense with the approval of the Chief of Police which shall not be unreasonably withheld.

ARTICLE XVI PERSONNEL TRANSACTIONS - RULES

Section 1. An officer will be given copies of all documents placed in his/her personnel file within ten (10) days of the time any such document is placed therein. No document will be considered for the purpose of evaluation, promotion or discipline of an officer unless such document has been placed in the personnel file.

Section 2. The City will promulgate departmental rules and regulations and provide each officer with a copy thereof. Upon promulgation of said rules and regulations, all prior rules, regulations, directives, and general orders, except as specifically noted in writing, will be cancelled.

Section 3. Minor infractions shall be removed from an officer's file within a period of one (1) year after the filing of the documentation and action taken, and thereafter shall not be considered for any purpose whatever.

ARTICLE XVII WATCH TRANSFERS

Section 1. In the event that an officer having seniority desires to transfer to a different watch, he/she shall make application to the Chief of Police. The Chief of Police will not unreasonably withhold permission to transfer after considering the ability and experience of the officer, the nature and type of work to be performed on the watch, and the need for personnel having certain qualifications on said watch.

No officer shall be permitted more than one (1) transfer during any one (1) calendar year.

In the event an application for transfer is filed because of an emergency, the Chief of Police will give special consideration to the facts and circumstances related thereto.

Subject to the foregoing, officers may trade watches provided that the Chief of Police approves any such transfer.

Section 2. No officer who is transferred shall lose any days off, sick or vacation leave by virtue of such transfer unless mutually agreed by the officer and the City.

Section 3. The employer agrees to provide to each affected officer written reasons for and reasonable notice of involuntary watch transfers with due regard for seniority. To the greatest extent possible, such notice shall precede the effective date of transfer by fourteen (14) days.

ARTICLE XVIII INSURANCE

Section 1. The City shall, at no cost to the officer, maintain for each officer and eligible dependents the medical insurance policy now in existence or its equivalent in coverage. Employees who elect to obtain family coverage will pay a portion of the monthly premium (prorated for part-time employees) toward the cost of such coverage, as follows: forty-five dollars (\$45.00) per month in FY 2006-2007; fifty dollars (\$50.00) per month in FY 2007-2008; and fifty-five dollars (\$55.00) per month in FY 2008-2009. The parties agree to actively pursue incentives and/or alternatives to the existing health care plan and pledge their mutual cooperation to achieve this end. However, no such programs will be implemented except upon mutual agreement by the City and the Union.

Section 2. The City shall provide, at no cost to the officer, single coverage dental insurance for each officer.

Section 3. The City shall provide, at no cost to the officer, a policy insuring the life of said officer in an amount equal to his/her annual salary. Any fraction of \$1,000 in annual salary shall be rounded off to the next higher thousand.

ARTICLE XIX EQUIPMENT

Section 1. Officers shall not be required to operate motor vehicles if the operation thereof is hazardous or unsafe to the officer or the public. The City will comply with all of the safety requirements of the City, state, and federal laws.

Section 2. Any officer operating a motor vehicle shall, at some period during or immediately following the work day, report any defect noticed by him/her in said vehicle to the watch commander.

Section 3. All other equipment furnished by the City shall be maintained by the City in good working condition and in accordance with all applicable safety standards.

Section 4. The City will furnish required motor vehicles and other required equipment.

Section 5. An officer who is required to operate a motorcycle or to perform walking patrol in inclement weather will be provided with adequate protective clothing as reasonably determined by the Chief.

Section 6. To the greatest extent possible, officers shall properly use the equipment furnished by the City.

Section 7. Equipment issued by the City shall be returned to the City at such time as the employment of an officer is terminated. Nonexpendable items not returned will be paid for by the officer.

Section 8. The City shall provide appropriate regulation equipment in accordance with applicable safety regulations.

Section 9. Each officer on duty, regardless of assignment or proximity to other officers, shall be provided with a proper functioning portable two-way radio capable of transmitting and receiving on radio frequencies assigned to the Iowa City Police Department. In addition, officers assigned to walking, traffic control, or any other assignment which creates difficulty in hearing radio transmissions shall be provided with a remote speaker/microphone attachment to the portable radio unit enabling the officer to hear radio transmissions without removing the portable radio from its belt carrier.

ARTICLE XX WEAPONS AND SPECIAL EQUIPMENT

Section 1. Service ammunition for regulation weapons shall be provided by the City.

Section 2. The City shall provide at least fifty (50) rounds of target ammunition monthly for each officer required to carry a weapon to enable the officer to maintain efficiency with the weapon. The Chief of Police shall prescribe the use to be made of such ammunition.

Section 3. The City will furnish a bullet-proof vest for each officer and will replace them as necessary.

ARTICLE XXI ADEQUATE FACILITIES

Section 1. The City shall provide adequate locker and other facilities separately for male and female officers.

**ARTICLE XXII
UNIFORMS**

Section 1. The City shall provide each officer with uniforms used in the performance of the duties of police officers (original issue - new equipment).

- a. One (1) winter and one (1) summer regulation hat.
- b. Three (3) regulation ties.
- c. Six (6) winter and six (6) summer permanent press regulation shirts.
- d. Four (4) pairs of regulation trousers.
- e. One (1) winter and one (1) summer regulation jacket.
- f. One (1) raincoat, reversible, consisting of a black side and a reverse side of a reflective International Orange.
- g. Two (2) regulation hat covers.
- h. Two (2) pairs of regulation winter gloves.
- i. One (1) regulation pants belt.

Section 2. Upon submission of receipts by a plain clothes officer, the City will reimburse the officer for the actual cost of clothing up to six hundred (\$600.00) per year of assignment and the City shall pay for cleaning of uniforms or plain clothes officer's clothing and/or shoes and/or boots related to employment up to a total annual allowance of one hundred and fifty dollars (\$150.00) per officer. Receipts shall be submitted to the Chief of Police or his/her designee by the first day of the month and shall be paid by the City within 30 days.

Section 3. The expenses of standard tailoring for proper fit upon issue shall be paid for by the City.

Section 4. Replacement:

- a. Clothing damaged in the line of duty shall be ordered within seven (7) days of receipt of the report of loss or damage.
- b. All uniforms shall be replaced by the City as needed upon the determination of the Chief of Police. In order to receive replacements, the items to be replaced must be surrendered to the designated supervisor. This clothing shall be ordered within seven (7) days of receipt by the designated supervisor.

**ARTICLE XXIII
DUTY OUTSIDE THE CITY**

Section 1. In the event the City directs any officer to perform duties outside the corporate limits of the City of Iowa City, such officer shall receive every benefit, right, and privilege to which he/she would have been entitled had said duties been performed within the corporate limits of Iowa City, Iowa. In addition, an officer shall be entitled to such benefits, rights, and privileges if engaged in "hot pursuit" of an offender outside the corporate limits of Iowa City, Iowa.

**ARTICLE XXIV
SUPPLEMENTAL EMPLOYMENT**

Section 1. Officers shall be permitted to augment their income by other employment provided that said other employment does not conflict with the duty hours of the officer or with the satisfactory or impartial performance of duties as a police officer for the City of Iowa City.

Section 2. The officer agrees to notify the City in advance of the name, address, and telephone number of any employer, and if the supplemental employment is related to or along the lines of police work, to notify the City of the work schedule, compensation, and specific duties in addition to the above information.

ARTICLE XXV POSITION CLASSIFICATION

Section 1. For salary purposes, there shall be no distinction between patrol officers, detectives, juvenile officers, or other positions not having civil service certification.

Section 2. In the event that any officer is designated in a higher job classification on a temporary basis for more than one complete duty day, said officer shall receive his/her own pay plus an additional sixty cents (\$.60) per hour during such temporary assignment.

ARTICLE XXVI GRIEVANCE PROCEDURE

Section 1. Definition - General Rules

- a. The word "grievance" wherever used in this Agreement shall mean any difference between the City and the Union or any officer with regard to the interpretation, application, or violation of any of the terms and provisions of this Agreement.
- b. An officer will not be required to be represented by a Union steward at any grievance hearing. A steward shall have the right to be present for the purpose of ascertaining whether or not the issue involved has any application to the Union generally or to other officers who have not filed a grievance.
 The Union shall have the right to designate four (4) stewards and four (4) alternate stewards for the purpose of representing officers in the investigation and presentation of grievances.
 The Union shall give written notice to the City Manager and Chief of Police the names and address of stewards and alternate stewards for the purpose of representing officers. Not more than a total of ten (10) hours per month paid time may be used by the stewards in the resolution of employee grievances. No more than one steward shall represent a grievant at any one grievance hearing. Grievance procedures occurring on duty time will be scheduled so as not to interfere with assigned police work. Permission to process grievances will not be unreasonably denied.
- c. An officer shall use this grievance procedure, except where otherwise provided by law, for the resolution and determination of disputes which arise under the terms and conditions of this Agreement. If an officer proceeds beyond Step 3 of Section 2 of this Article XXVI in connection with any grievance, such action shall constitute an election by said officer to proceed under the terms of this Agreement and shall be a waiver of any other remedy available except as specifically provided by law.
- d. The grievance procedure shall be available to any officer who is not awarded an increase in salary advancement to which the officer would be entitled by virtue of time in grade.
- e. Unless a grievance is appealed as hereinafter provided, it shall have no further validity or effect. If a response to a grievance is not received within the time

limitation hereinafter provided the grievant may proceed to the next step in the grievance procedure except the time limitation referred to in this Article may be extended by agreement of the parties.

- f. Unless otherwise specifically agreed by the Union and the City, each grievance will be separately heard and determined.
- g. Steps of the grievance procedure may be waived by mutual consent of the parties.
- h. The word "day" as used in this Article shall mean working day and shall exclude Saturdays, Sundays, and holidays.

Section 2. Procedure. A grievance that may arise shall be processed and settled in the following manner:

- a. Step 1. The grievance shall be presented orally for discussion between the officer involved, the steward, and the appropriate City supervisor within five (5) working days after knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his/her answer to the aggrieved officer and steward within five (5) working days after such Step 1 conference. In the event no response is received from the supervisor within said five (5) day period, the grievance shall be processed pursuant to Step 2.
- b. Step 2. If such grievance is not resolved by Step 1, the aggrieved officer or his/her steward shall, within five (5) working days following completion of Step 1, present three (3) written copies of such grievance signed by the aggrieved person, one of which shall be filed with the Union, and two (2) copies with the Chief of Police, or his/her designated representative who shall, within a period of five (5) working days investigate and document the grievance and issue a decision in writing thereon. The grievance shall contain a statement from the officer specifying what relief or remedy is desired, but such statement shall not bar any rights of the officer or limit the remedy to which he/she is entitled. The Union shall be furnished with a copy of such decision at the time it is issued.
- c. Step 3. A grievance not adjusted by the Chief at Step 2 may be submitted by the grievant or Union to an advisory grievance committee for resolution. The Committee shall consist of not more than five (5) nor less than two (2) representatives of the City and the Union. The Union will convene the Grievance Committee within five (5) days of receiving the Chief's Step 2 response. The City Manager will accept or reject the committee's written recommendation within five (5) days after it is received.
- d. Step 4. A grievance not adjusted at Step 3 may be submitted by the grievant or the Union to the City Manager or his/her designee within five (5) working days of the completion of Step 3 or within fifteen (15) days of receipt of the Chief's Step 2 response if no meeting is scheduled. The City Manager will investigate and respond to the grievant within ten (10) working days and meet personally with the grievant and steward if such a meeting is requested in writing.
- e. Arbitration. A grievance not adjusted at Step 4 may be submitted to a neutral third party for binding arbitration. A request for arbitration must be submitted in writing and signed by the grievant within fifteen (15) working days following receipt of the City Manager's Step 4 response. Copies of any such request will be furnished to the City and to the Union.

Except as otherwise provided, the cost of arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case and either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator. The cost of a certified court reporter, if requested by the arbitrator, shall be divided between the parties. If an officer insists upon arbitration against the advice and consent of the Union, said member shall be responsible for that portion of the costs which would otherwise be paid by the Union.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the grievant within seven (7) working days (excluding Saturday and Sunday) after notice has been given. If the parties fail to select an arbitrator, a request shall be made to the Federal Mediation and Conciliation Service to provide a panel of five (5) prospective arbitrators. Both the City and the grievant shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be issued within thirty (30) days after conclusion of the hearing and shall be final and binding upon the parties.

The rules of evidence and the nature of conduct required during the arbitration hearing shall be in accordance with all state and federal legislation, rules and regulations applicable.

Arbitration hearings shall be open to the public unless the parties otherwise mutually agree.

Section 3. Administrative Conferences.

- a. The conference group shall consist of no more than ten (10) people, five (5) of whom shall be appointed by the City and five (5) of whom shall be appointed by the Union. At least two (2) representatives from each party will attend any meeting.
- b. The purpose of the conference shall be to provide a forum for the discussion of issues of interest to both parties. No conference resolution or recommendation will be contrary to the terms of this agreement. The City will release from duty not more than two (2) officers for not more than two (2) hours for time spent in conference.
- c. A conference shall be held no more than once every sixty (60) days unless the parties mutually agree otherwise. These meetings shall be held in City facilities, if available.
- d. All health and safety matters and equipment shall be a proper topic for consideration at administrative conference. A representative of the Union and the City shall exchange agendas for items for consideration at least three (3) days in advance.

**ARTICLE XXVII
EFFECTIVE PERIOD**

Section 1. This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2009. Thereafter, this Agreement shall continue from year to year unless written notice to change or modify it is served by either party prior to September 15 of the year preceding the expiration date of this Agreement or any extension thereof.

**ARTICLE XXVIII
COMPENSATION**

Section 1. The effective date of compensation and benefits adjustments applicable to any fiscal year will be the first day of the pay period which begins between the dates of June 24 and July 7 inclusive.

Section 2. Commencing the effective date of the compensation period as defined in Section 1 of this Article, the City shall increase the pay of all officers by three and one-tenth percent (3.1%) at the beginning of fiscal year 2006-2007, and further by three and one-quarter percent (3.25%) at the beginning of fiscal year 2007-2008, and further by three and three-tenths percent (3.3%) at the beginning of fiscal year 2008-2009. (A copy of the Police Pay Plan is attached as "Attachment A" to this agreement.)

Officers will receive step increases in pay according to the following schedule:

Step 1. Upon appointment.

Step 2. Twelve months from date of appointment.

Step 3. Eighteen months from date of appointment.

Step 4. Thirty-six months from date of appointment.

Step 5. Fifty-four months from date of appointment.

Section 3. Longevity Pay. Permanent employees who have completed the required number of years of continuous service with the City by December 1 shall receive longevity pay on the last paycheck in November in accordance with this schedule:

<u>YEARS COMPLETED ON DECEMBER 1</u>	<u>AMOUNT</u>
5 years	\$425.00
10 years	\$750.00
15 years	\$900.00
20 years	\$1050.00
25 years	\$1300.00

This payment will be pro-rated on the basis of monthly segments for members who terminate before December 1 in any fiscal year. Any employee who terminates after December 1 will reimburse the City on the same pro-ration.

Section 4. Watch Differential. Officers working the 3 to 11 watch on a regular basis will receive thirty (30) cents per hour on top of their normal wage for all hours worked from 3 p.m. to 11 p.m. Officers working the 11 to 7 watch on a regular basis will receive forty-five (45) cents per hour on top of the normal wage for hours worked from 11 p.m. to 7 a.m.

Officers working overtime will continue to receive watch differential at the same rate as their normal duty hours.

Section 5. Special Duty Pay. Officers who are assigned to and performing K-9 duty on a regular basis shall be paid for one-half hour per day as kennel time at the applicable overtime rate.

Officers designated as Field Training Officers (FTO) when assigned to actively performing the duties of FTO, shall receive, in addition to any other compensation to which they are entitled, supplemental pay in the amount of five dollars (\$5.00) per watch.

ARTICLE XXIX PUBLIC EMERGENCY

Section 1. The provisions of this Agreement may be suspended by the City Council during the period of a declared public emergency.

ARTICLE XXX GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa.

Section 2. Whenever the context of this Agreement permits, the masculine gender includes the feminine or masculine, the singular number includes the plural, and reference to any party includes its agents, officials, and employees.

Section 3. Non-discrimination. Both parties affirm that the provisions of this Agreement shall be applicable to all officers regardless of race, color, creed, disability, gender identity, marital status, national origin, religion, sex, age or sexual orientation.

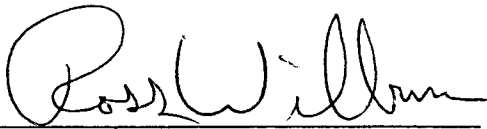
Section 4. Waiver. This Agreement supersedes and cancels all previous agreements between the City and the Union and constitutes the entire agreement between the parties.

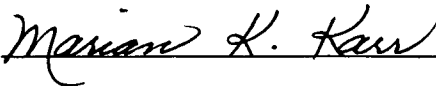
Section 5. Anticipated Changes. The City shall give the Union as much advance notice as possible of any major change of working conditions.

Section 6. Pre-Tax. Employees covered by this agreement shall be allowed to participate in the Section 125 Pre-Tax Advantage Program as established by the City. At a minimum, said program will allow for pre-tax payment of health insurance co-payments to the extent allowed by Federal and State law.

Section 7. Parking. No fewer than ten (10) parking places in the Chauncey Swan Parking Garage will be held in the names of police bargaining unit members, provided that fees are paid according to City procedures for the ten places. Bargaining unit members shall pay parking fees for permits in the amount equal to that charged to other City employees who park in the Chauncey Swan Parking Garage. The City will assume no increase in responsibility in administering the use of parking permits as a result of this Contract and any dispute over the use of the ten permits must be handled by the Union representative. Police department members may individually hold parking permits in accordance with City procedures.


CITY OF IOWA CITY

BY: 
MAYOR

ATTEST: 

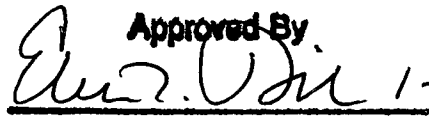
Date: January 10, 2006

POLICE LABOR RELATIONS
ORGANIZATION OF IOWA CITY

BY: 
PRESIDENT

BY: _____

Date: 01-12-06

Approved By
 1-4-06
City Attorney's Office

POLICE OFFICER PAY PLAN (40-01)

	Step 1	Step 2	Step 3	Step 4	Step 5
FY07	\$ 17.54	\$ 17.97	\$ 21.59	\$ 23.63	\$ 25.42
(July 1, 2006)	\$ 1,403.20	\$ 1,437.60	\$ 1,727.20	\$ 1,890.40	\$ 2,033.60
	\$ 36,483.20	\$ 37,377.60	\$ 44,907.20	\$ 49,150.40	\$ 52,873.60
 FY08	 \$ 18.11	 \$ 18.55	 \$ 22.29	 \$ 24.40	 \$ 26.25
(June 30, 2007)	\$ 1,448.80	\$ 1,484.00	\$ 1,783.20	\$ 1,952.00	\$ 2,100.00
	\$ 37,668.80	\$ 38,584.00	\$ 46,363.20	\$ 50,752.00	\$ 54,600.00
 FY09	 \$ 18.71	 \$ 19.16	 \$ 23.03	 \$ 25.21	 \$ 27.12
(June 28, 2008)	\$ 1,496.80	\$ 1,532.80	\$ 1,842.40	\$ 2,016.80	\$ 2,169.60
	\$ 38,916.80	\$ 39,852.80	\$ 47,902.40	\$ 52,436.80	\$ 56,409.60

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF IOWA CITY
AND
POLICE LABOR RELATIONS ORGANIZATION OF IOWA CITY
PLRO-IC
MARCH 27, 1984

The parties agree that it is their intent that the following additions to the health insurance coverage provisions take effect from April 1, 1984, until modified by mutual agreement of the parties:

a. Mandatory Outpatient Surgery

Procedures designated by the Iowa Foundation and suitable to be performed on an outpatient basis must be performed on an outpatient basis to be fully covered by the health insurance. Extenuating circumstances which would make in-patient surgery medically necessary will be reviewed by Blue Cross/Blue Shield if requested by the physician. Designated surgeries which are not performed on an outpatient basis, and without prior approval by Blue Cross/Blue Shield, will be paid only at a rate of 50% of charges.

b. Maternity Length of Stay Incentive

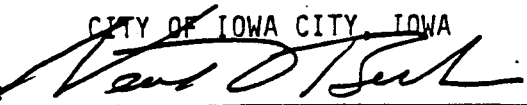
Following admission into the hospital for childbirth, if length of stay for the mother for childbirth is two days or less, as certified by the hospital bill, presented to the Human Relations Department, the employee will receive a check for \$100 (minus necessary withholding).

c. Overcharge Incentive

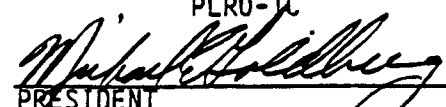
Employees will receive 25% of the correction of an overcharge or overpayment when the overcharge/overpayment is initiated and successfully resolved by the employee. (Withholding must be made on all payments to employees.) Maximum payment to employees is \$500 (pre-withholding). Documentation of the employee-initiated corrections should be submitted to the Human Relations Department when the correction is accomplished. Gross overcharges resulting from computer error or similar problems will not be eligible for payment (e.g. received \$100 worth of services, billed for \$100,000).

d. Outpatient Treatment of Substance Abuse

This option would make available, but not mandatory, payment for outpatient treatment of substance abuse. Employees wishing to utilize insurance coverage for purposes of substance abuse treatment must submit to evaluation by a substance abuse treatment agency selected by the City prior to treatment.

By: 
CITY OF IOWA CITY, IOWA
CITY MANAGER

Date: March 30, 1984

POLICE LABOR RELATIONS
ORGANIZATION OF IOWA CITY
PLRO-IC
By: 
PRESIDENT

Date: April 3, 1984

CITY OF IOWA CITY

CIVIC CENTER 410 E. WASHINGTON ST. IOWA CITY, IOWA 52240 (319) 356-5000

April 18, 1985

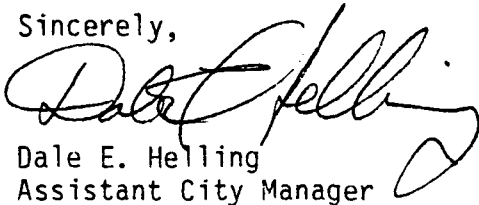
Mr. Michael Goldberg, President
Police Labor Relations Organization of Iowa City
Iowa City Police Department
410 E. Washington Street
Iowa City, Iowa 52240


Dear Mr. Goldberg:

Attached please find copies of brochures describing coverage under the "Iowa 500" Two Day Deductible health insurance plan and coverage under the Delta Dental Plan II dental insurance plan. These are the insurance plans which were agreed to by the City and PLRO-IC for our FY86-87 Collective Bargaining Agreement, and referred to in Article XVIII, Section 1 and Section 2 of that agreement.

It is understood and agreed that benefit coverages are based on usual, customary, and reasonable rates. Disputes regarding specific claims shall be addressed to the insurance company and not subject to the grievance procedure of the Collective Bargaining Agreement.

Sincerely,


Dale E. Helling
Assistant City Manager


Michael E. Goldberg
President, PLRO-IC

bj3/9

IOWA 500

IOWA 500 HEALTH CARE COVERAGE

IOWA 500 coverage combines basic Blue Cross hospital, Blue Shield physician and Major Medical coverages into a single program using deductibles and copayments. And after the deductible and copayment have been satisfied, the dollar coverage and number of hospital days are unlimited except for Nervous and Mental admissions.

In short, the Subscriber shares in the costs of the medically necessary hospital, medical and surgical services provided. However, the Subscriber's share never exceeds \$500 per contract per year for covered services, regardless of the number of family members.

IOWA 500 plan benefits encourage medical self-maintenance practices by paying for 90% of the covered Usual, Customary and Reasonable charges for:

- * One routine annual physical examination in a doctor's office or clinic
- * Home and office calls needed to diagnose or treat a medical condition
- * Immunizations required by a Subscriber or any person in a Subscriber's family

The idea behind IOWA 500 coverage? To encourage continuing medical self-maintenance and help reduce the length and number of unnecessary hospital stays. These efforts, of course, can help keep health care costs--and rates--in line.

THE IOWA 500 Plan Covers These Extensive Services:

<u>HOSPITAL CARE</u>	90/10	<u>PHYSICIAN SERVICES</u>	90/10
Inpatient		. Home and office visits	
. Semi-private room and board		. One routine annual physical exam	
. Necessary services and supplies		. Pre-natal and post-natal care in physician's office	
. Operating rooms, intensive care, coronary and burn care units		. Immunizations	
. Delivery room for normal delivery, Caesarean section, miscarriage or admission for false labor		. Hospital visits and nursing facility visits	
. Necessary laboratory and x-ray services			
Outpatient		<u>NERVOUS AND MENTAL</u>	90/10
. Surgery		Outpatient - 90/10 to \$10,000	
. Diagnostic x-ray and laboratory services		Lifetime Maximum.	
. Accident care		<u>SKILLED NURSING FACILITY</u>	90/10
<u>HOME HEALTH CARE</u>	90/10	. Unlimited Room and Board	
		. Services and supplies	
. Services provided by a Registered Nurse			
. Services prescribed by a physician			

THE IOWA 500 PLAN COVERS THESE OTHER SERVICES:

These other services are subject to a \$100 contract deductible per calendar year

- | | |
|--|---------------------------------|
| . Prescriptions | Nursing Services |
| . Anesthetics | . Private-duty nursing services |
| . Blood plasma | |
| . Casts | Ambulance |
| . Crutches | . Air |
| . Durable medical equipment | . Ground |
| . Other supplies when ordered by a physician | |

DEDUCTIBLES AND COPAYMENT

- . Hospital - The Subscriber is responsible for the first two days of semi-private room and board. Per Hospital Admission.
- . Physician - The subscriber pays 10% of the physician's Usual, Customary and Reasonable charges including office calls. IOWA 500 coverage pays the remaining 90%.
- . Other Supplies/Services - The subscriber pays the first \$100 per contract per calendar year for medical supplies and services. These may include prescription drugs, services of a Registered Nurse, ambulance services, home health care and braces.

When the subscriber's expenditures for hospital, physician, and/or other services reach \$500 per year, IOWA 500 pays 100% of all remaining charges. If the subscriber's expenditures for hospital, physician, and/or other services do not reach \$500, the subscriber pays 10% of all remaining charges up to a total maximum expenditure of \$500. (Outpatient treatment for nervous and mental conditions is paid 90/10 co-payment until the \$10,000 Lifetime Maximum is met. Co-payment for outpatient Nervous and Mental does not apply to the out-of-pocket maximum.

CARRYOVER OF DEDUCTIBLE

Expenses for covered services incurred during the months of October, November and December and which are used to satisfy that year's deductible can be used toward satisfying the next calendar year's deductible.

Hospital Service	Physician Service	Other Covered Services
1 or 2 day deductible	90%/10%	\$100 deductible
90%/10% until \$500 per contract maximum		
IOWA 500 PAYS 100% of Covered Services		

Summary of Benefits

DELTA DENTAL COVERAGE

Delta Dental Plan of Iowa coverage not only provides a variety of benefits but also encourages timely and effective dental maintenance. More than 80% of the dentists in Iowa participate in the Delta Dental program. Delta Dental payment is based on Usual, Customary and Reasonable allowances, subject to deductible and copayment provisions of the program.

Your Delta Dental program includes a "medical necessity" provision which ensures coverage for dental services provided within generally accepted dental practices.

Like Blue Cross and Blue Shield of Iowa, the Delta Dental Plan receives claims directly from participating dentists. And we pay them directly for you. That eliminates claims-handling chores for you and your employees — and saves valuable time and money.

To provide a program to meet your company's needs, Delta Dental Plan benefits are available with deductibles, copayments and maximum payment allowances for covered services.

These benefits are combined to meet your needs:

Preventive Maintenance benefit includes:

- Routine checkups at six-month intervals including bitewing x-rays at 12-month intervals.
- Teeth cleaning once every six months.
- Topical fluoride applications as prescribed but no more than once every six months.
- Full-mouth x-rays once in any three-year interval unless special need is demonstrated.

Routine Restorative benefit provides ongoing care including:

- Regular cavity fillings.
- Oral surgery (including pre- and post-operative care).
- Emergency treatment for relief of pain.

Major Restorative benefit covers:

- High-cost fillings.
- Cast restorations.
- Root canal fillings.
- Non-surgical treatment for gum diseases.



Delta Dental Plan of Iowa RATE QUOTATION

PLAN II

Program Benefits

Deductible
Single/Family
(Annual)

Copayment

<input checked="" type="checkbox"/> Preventive Maintenance	\$ -	- %
<input checked="" type="checkbox"/> Routine Restorative	\$ 25/75	50 %
<input checked="" type="checkbox"/> Major Restorative	\$ "	50 %
<input type="checkbox"/> Dental Prosthetics	\$	%
<input type="checkbox"/> Periodontics	\$	%
<input type="checkbox"/> Orthodontics	\$	%
<input type="checkbox"/> Dependents to age		
<input type="checkbox"/> Full-time students		
<input type="checkbox"/> Adults		

Program Maximums

Single \$ 500 per year

Family \$ 500 per member, per year

Lifetime benefit maximum on Orthodontics \$

Program Rates*

Single \$ per month

Family \$ per month

These rates guaranteed for 12 months beginning on 7-1-85
(date)

if purchased by 7-1-85
(date)

*Rates quoted here are based upon census information provided and acquiring and maintaining a minimum enrollment of 90% of total eligible employees for the duration of the contract.

Authorized Representative

Date

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to the terms and conditions specified in the contract itself and enrollment regulations in force when the contract becomes effective.



MEMORANDUM OF AGREEMENT

October 2, 1990

WHEREAS, the City of Iowa City and the Police Labor Relations Organization of Iowa City have had a dispute concerning the proper interpretation of certain provisions of their collective bargaining agreement, specifically Article XVII, Section 3; and

WHEREAS, the parties desire to resolve their dispute by mutual agreement and without the necessity of arbitration;


IT IS THEREFORE AGREED as follows:

The phrase "due regard for seniority" in Article XVII, Section 3, shall be interpreted to have the same meaning as in Article XVII, Section 1, that is, the decision to make involuntary transfers shall be based on seniority provided, however, the Chief may make a transfer decision based on one or more of the following criteria:

- a. The ability and experience of the officer(s),
- b. The nature and type of work to be performed on the watch,
- c. The need for personnel having certain qualifications on said watch.

when necessitated by departmental needs as determined by the Chief.


Dale E. Helling
Assistant City Manager


Kevin O. Prestegard
President, Police Labor Relations
Organization of Iowa City

AUG 23 1991

Date

AUG 23 1991

Date

SETTLEMENT AGREEMENT

WHEREAS, a dispute has arisen concerning the proper interpretation of certain provisions of the Collective Bargaining Agreement between the City of Iowa City and the Police Labor Relations Organization, and

WHEREAS, the parties wish to resolve the dispute amicably and without the expense of formal arbitration procedures,

The parties hereby enter into the following settlement agreement:

1. An officer who is assigned to the day watch and who is required to appear in court on a day scheduled as a whole day of paid leave (vacation, holiday or comp time) shall be compensated according to the provisions of Article IX, Section 8 of the CBA if actual time worked is two hours or less. If actual time worked exceeds two hours, he/she shall be compensated at the straight time rate for actual time worked, and the officer's leave usage for that day will be reduced by the actual time worked.

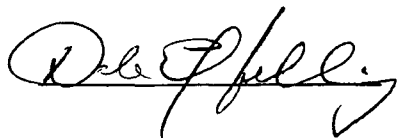
2. This agreement shall apply to the grievance filed by Joel Myers and shall be similarly adjusted for Ralph Cox and shall otherwise apply prospectively only to situations arising after the date of this agreement.


3. The pending grievance of Myers is withdrawn.

Dated this 11 day of August, 1993.

City of Iowa City, Iowa

Police Labor Relations Organization

By: 

By: 

Prepared by: Dale Helling, Assistant City Manager, 410 E. Washington St., Iowa City, IA 52240; 319-356-5013

RESOLUTION NO. 06-15

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF IOWA
CITY AND THE POLICE LABOR RELATIONS ORGANIZATION OF IOWA CITY
TO BE EFFECTIVE JULY 1, 2006, THROUGH JUNE 30, 2009.**


WHEREAS, the City of Iowa City, Iowa (hereinafter the City), and the Police Labor Relations Organization of Iowa City (hereinafter the Union), through their designated bargaining representatives, have negotiated a tentative collective bargaining agreement to be effective July 1, 2006, through June 30, 2009, a copy of which Agreement is attached to this resolution and by this reference made a part hereof, and

WHEREAS, the City desires to approve the Agreement, finding that it will promote efficient municipal operations, thereby providing residents of the community with municipal services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, THAT:

1. The above-referenced Agreement between the City and the Union is hereby approved by the City.
2. The Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the Agreement.

Passed and approved this 10th day of January, 2006.


MAYOR

ATTEST: 
CITY CLERK

Approved by
 1-4-06
Legal Department

It was moved by Champion and seconded by Bailey the Resolution be adopted, and upon roll call there were:

AYES:

X
X
X
X
X
X
X

NAYS:

ABSENT:

Bailey
Champion
Correia
Elliott
O'Donnell
Vanderhoef
Wilburn

It was moved by Champion and seconded by Bailey the Resolution be adopted, and upon roll call there were:

AYES:

X
X
X
X
X
X
X
X

NAYS:

ABSENT:

 Bailey
 Champion
 Correia
 Elliott
 O'Donnell
 Vanderhoef
 Wilburn